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Cameron P. Clarke, Clerk

Attorneys for Defendant, Micron Electronics, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

KIMBERLEY SMITH, et al., individually and
on behalf of those similarly situated,

Plaintiffs,

vs.

MICRON ELECTRONICS, INC., a
Minnesota corporation,

Defendant.

Case No. CIV 01-0244-S-BLW

PARTIES' JOINT ADR PLAN

Pursuant to the Court's Scheduling Order dated May 23, 2003 (docket no. 166), and
Local Civil Rule 16.5(c), the above-named parties, by and through their counsel of record,
submit the following Joint Alternative Dispute Resolution ("ADR") Plan:

1. The parties shall attempt settlement of this matter through confidential mediation,
with such ADR proceedings being accomplished as set forth in this jointly filed ADR Plan.

PARTIES' JOINT ADR PLAN - 1

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2. The benefits of mediating this matter are improving the parties' access to the dispute resolution process that best serves their needs and fits their circumstances, reducing the burden of litigation, and facilitating communications between the parties and assisting them in their negotiations as they attempt to reach an agreed settlement of their dispute.

3. The parties believe that it would not be productive or feasible to mediate prior to July 13, 2004. Subject to meeting the scheduling requirements or conflicts of the necessary parties or representatives, counsel and any mediator, the parties intend to set a mediation date at a mutually agreeable time during the months of July through September of 2004.

4. No later than May 1, 2004, the parties will (a) establish a mutually agreeable date for a mediation in Boise, Idaho, at a neutral facility to be selected by Defendant and acceptable to Plaintiffs (with cost of the facility to be split equally); and (b) mutually nominate an experienced mediator who will be neutral, with no experience or affiliation with any party, and who will have confirmed in writing the absence of any conflicts of interest.

5. No later than April 1, 2004, each party shall provide notice to the other party of the names of each person who will plan to be in attendance at the mediation. Plaintiffs' counsel has agreed to notify each of the individually named Plaintiffs of the mediation. Plaintiffs' current intention is to have each of the six individually named Plaintiffs travel to, appear at and attend the mediation, subject to their availability (*i.e.*, absent unforeseen circumstances such as serious illness or family deaths), accompanied by Plaintiffs' counsel. Defendant maintains that all of the individually named Plaintiffs must be required to travel to, appear at and attend the mediation in order for it be effective and that, absent a showing of good cause (as determined by the court), none of the individually named Plaintiffs should be excused from attending the

mediation. Accordingly, Defendant respectfully requests that the court's order approving mediation include adequate assurances that each of the six individually named Plaintiffs be required to appear and attend the mediation, absent a showing of good cause (as may be determined by the court). Defendant has agreed to have at least one executive employee or representative with ultimate authority to negotiate a settlement appear and attend the mediation, accompanied by Defendant's counsel.

6. Once the mediation date, mediator and attendees are determined in accordance with paragraphs 3 through 5, above, the parties shall submit to the court a proposed order approving such scheduling of, and attendance at, the mediation. Failure or refusal to appear and attend the mediation as scheduled by the Court's order may result in imposition by the court of sanctions, as permitted by law, which may include dismissal.

7. No subpoena, citation, writ or other process shall be served at or near the location of any mediation session, on any person entering, leaving or attending any mediation session.

8. The parties shall share equally in the reasonable fees and expenses of the mediator, unless otherwise agreed by the parties in writing.

9. The ADR proceedings shall be privileged and confidential in accordance with Local Civil Rule 16.5(j) and, to the extent applicable, the federal mediation privilege.

10. The ADR proceedings shall not excuse a party from compliance with any and all requirements established by the court, nor toll any time limitations imposed upon the parties by reason of any rule of law or order of the court.

11. At the conclusion of the mediation, the mediator shall be required to submit under confidential seal a report in accordance with the requirements of Local Civil Rule 16.5(k).

DATED this 2nd day of February, 2004.

STOEL RIVES LLP

By: 

Kim J. Dockstader
Attorneys for Defendant,
Micron Electronics, Inc.

DATED this 2nd day of February, 2004.

HUNTLEY, PARK, THOMAS,
BURKETT, OLSEN & WILLIAMS

By: 

William H. Thomas
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Kimberley Smith, *et al.*, individually
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